

Texas School for the Deaf



**Texas School for the Deaf
Purchasing Department – Pease Bldg.
1102 S. Congress Avenue
Austin, TX 78704**

REQUEST FOR PROPOSALS

RFP No. 3-410-005

American Sign Language (ASL) ProTactile Services

NIGP Class/Item(s): **961-46**

RFP Issue Date:	September 14, 2022
Questions Due:	September 20, 2022; 3:00PM CT
Agency Written Answers Provided:	September 23, 2022; 3:00PM CT
Proposal Due Date:	September 28, 2022; 3:00PM CT
Anticipated Commencement Date	October 3, 2022

Purchaser: LeAnn Loyola, CTCD, CTCM
Budget & Contracting Manager
purchasing@tsd.state.tx.us

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SECTION I – GENERAL INFORMATION AND SCOPE OF WORK

1. INTRODUCTION

- 1.1. Texas School for the Deaf (TSD) is seeking proposals for an American Sign Language (ASL) ProTactile Consultant/Trainer for our Special Education Services Department to provide consultation and training for Deafblind children, their families, paraprofessionals, teachers, and interpreters in co-navigation and the use of ProTactile techniques.

2. SOLICITATION METHOD AND INTENT

- 2.1. The Request for Proposal (RFP) solicitation method allows qualified respondents to submit a written proposal addressing pricing, qualifications, experience, location, availability, and other applicable factors that will be used to ensure successful completion of the requirements of services requested set forth in this RFP.
- 2.2. TSD reserves the right to issue multiple awards from this single solicitation.

3. CONTRACT TERM

- 3.1. Initial Contract Term: The contract shall commence on October 3, 2022 or date of award, whichever is later and expire on August 31, 2023 unless sooner terminated under the terms of the contract.
- 3.2. Renewal Options: Contract may be renewed for up to two (2) additional one (1) year terms, provided both parties agree in writing prior to the contract expiration date. Any renewal shall be in accordance with the original terms and conditions plus any approved changes outlined in written contract renewal.

Should TSD elect to exercise its right to renew any resulting contract(s) from this solicitation, TSD Purchasing & Contracting staff shall draft a renewal amendment and provide to awarded contractor for execution, no less than 30 days prior to term expiration.

1 st Renewal Option	September 1, 2023 – August 31, 2024
2 nd Renewal Option	September 1, 2024 – August 31, 2025

- 3.3. Contract Extensions: In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, TSD may with written consent of the awarded vendor extend the contract period for a period of time as may be necessary to permit TSD to

continue to supply services outlined in this RFP. Extensions may not exceed a twelve (12) month period and shall be at the same terms and conditions, plus any approved and written changes.

- 3.4. Termination: The contract shall terminate upon full performance of all requirements contained in the contract, unless otherwise extended or renewed, as provided in accordance with the contract terms and conditions.

3.4.1. Termination by Mutual Agreement: TSD and Contractor reserve the right to terminate this contract upon mutual written consent.

3.4.2. TSD in its sole discretion reserves the right to terminate any resulting contract for convenience with a thirty (30) written notice to the Contractor.

3.4.3. TSD in its sole discretion reserves the right to terminate any resulting contract for cause with a fifteen (15) day written notice to the Contractor. Contractor is liable for any and all damages and costs incurred by TSD.

- 3.5. Amendments: The contract may be amended in writing by mutual consent of both parties.

3.5.1. TSD reserves the right to administratively amend any resulting contract without the mutual consent of the Contractor.

- 3.6. Price Adjustments Extension / Renewal Period Pricing: A price escalation utilizing the Core Consumer Price Index (CPI) may be allowed upon renewal provided the vendor notifies TSD Purchasing Department, in writing, a minimum of sixty (60) days prior to renewal.

3.6.1. The maximum allowable percentage change must be calculated as follows:
$$(B-A) / A \times 100\% = \text{Percentage of allowable price increase}$$

“A” Definition: Index from the month of the due date for the response; OR the effective date/month of the most recent approved price index.

“B” Definition: Current or latest baseline index.

3.6.2. Price adjustments may occur no more than one time per State fiscal year (September – August).

4. QUANTITIES

- 4.1. Unless otherwise stated, the resulting contract award does not guarantee volume or commitment of funds. Quantities are estimates and shall be modified as required.

5. QUALIFICATIONS AND EXPERIENCE

- 5.1. To be considered to provide services in accordance to this RFP, respondent shall meet the following minimum criteria:
 - 5.1.1. Shall have a minimum of two (2) years of professional experience providing such services.
 - 5.1.2. Shall have provided same or similar services as outlined in this RFP for a minimum of two (2) different contracts within the last five (5) years.
 - 5.1.3. Shall be in good financial standing. TSD reserves the right to request copies of the respondent's audited or un-audited financial statements.
 - 5.1.4. Shall have available all necessary personnel, skills, qualifications, facilities and equipment required to fulfill all requirements set forth in this RFP and any resulting contract.
 - 5.1.5. Shall have a Master's degree in special education or deaf education.
- 5.2. Preferred experience:
 - 5.2.1. Experience with projects similar in size and scope to the project described herein.
 - 5.2.2. Experience with the deaf and hard of hearing community, specifically Deafblind children within a school setting.
 - 5.2.3. Experience with State of Texas Agencies.
 - 5.2.4. Experience as a trainer for families and professionals in ProTactile techniques and co-navigation.
- 5.3. Supporting Documentation: Respondent shall complete and submit Exhibit C – Past Projects with Corresponding References with response submission to provide documentation to support the above qualifications and experience. TSD reserves the right to be the sole judge in determining the sufficiency of the respondent's resources and ability to perform the contract and provide the service.

6. SCOPE OF WORK

- 6.1. Standards: Any work performed not meeting the standards of TSD shall be corrected upon notification. Failure to correct work not meeting TSD standards shall give cause to the termination of any resulting contract from this RFP.
- 6.2. ProTactile consultation will include:
 - 6.2.1. Create a curriculum for our students related to ProTactile techniques and co-navigation.
 - 6.2.2. Reviewing our criteria for who could benefit from this instructional support.
 - 6.2.3. Creating ProTactile immersion experiences for our students.
 - 6.2.4. Consultation with Teacher of the Vision Impaired and Orientation and Mobility Specialist on additional service and program needs at TSD.
 - 6.2.5. Work with the TSD risk manager or other TSD designated safety personnel regarding improvements and changes needed to TSD's campus as they relate to safety for Deafblind students.
- 6.3. Staff and Student Training will include:
 - 6.3.1. Learning the basics of this new language, and why it is so important for Deaf-Blind Children.
 - 6.3.2. Learning about the different roles and responsibilities of the speaking and listening hands.
 - 6.3.3. Learning how to place your hands in the correct positions, that will allow both you and the child to receive information through touch.
 - 6.3.4. Learning how to engage in reciprocal communication through the use of backchanneling to keep the child's attention and stay engaged.
 - 6.3.5. Learning about the concept of co-presence, and why it is so important.

7. CONTRACTOR REQUIREMENTS

- 7.1. Contractor agrees to conduct all services under the awarded contract by and through appropriate communications with TSD. No services shall be undertaken by Contractor except with the prior written authorization by TSD. Contractor understands and agrees that

work and services provided without prior written authorization by TSD personnel shall be at Contractor's exclusive risk.

- 7.2. Contractor shall provide service in accordance with requirements specified in this RFP and the resulting contract(s) and adhere to TSD terms and conditions.
- 7.3. Contractor shall provide all labor, material, and equipment necessary to meet all service requirements specified throughout the term of the contract.
- 7.4. Contractor is responsible for all costs incurred in the performance of the contract.
- 7.5. Contractor shall comply with all laws, ordinances, statutes and regulations as they pertain to the services requested in this RFP.
- 7.6. Contractor shall obtain all permits, licenses or other authorization as may be required to fulfill the services requested in this RFP.
- 7.7. Contractor shall follow relevant safety rules and conduct work in an appropriate and safe manner. Any work performed not meeting the standards of TSD shall be corrected upon notification. Failure to correct work not meeting TSD standards shall give cause to the termination of any resulting contract from this RFP
- 7.8. Contractor shall not subject any person to discrimination on the grounds of race, color, national origin, religion, sex, age, disability or political affiliation.
- 7.9. Contractor and Contractor staff shall maintain all certification, registration, and / or licenses required by law to remain in good standing in the profession related to this RFP for the duration of the contract.
- 7.10. Contractor shall not enter into agreement with subcontractors or assign the contract to a differing entity without prior written approval of TSD.
- 7.11. All Contractor personnel to have direct contact with TSD students and staff are subject to the passing of successful background check.
- 7.12. No Contractor with a record which would prevent the ability to work with and around TSD students shall be authorized to provide services in accordance to this RFP.

8. TSD RESPONSIBILITIES

- 8.1. TSD shall designate an internal point of contact upon contract award.

- 8.2. Shall mutually determine, in conjunction with the appointed Contractor a work schedule for contracted.
- 8.3. TSD shall furnish no labor, equipment or facilities unless otherwise explicitly stated in this RFP.

9. ADDING NEW SERVICES TO CONTRACT AFTER AWARD

- 9.1. Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract and that are not already included in the contract may be added. A formal written request will be sent to the awarded Contractor to quote on the proposed additional services. Contractor shall submit proposals to TSD as instructed within Section II, Subsections 3-5 of this RFP. All quotes are subject to negotiation with the Best and Final Offer.
- 9.2. TSD reserves the right to accept or reject any and all quotes for additional services and may issue a separate solicitation for the additional services requested.

10. HUB SUBCONTRACTING

- 10.1. TSD has determined there are no probable HUB subcontracting opportunities for this solicitation.

11. CONTRACT ADMINISTRATION

- 11.1. TSD Purchasing Manager will serve as the contract administrator and TSD special education staff shall serve as the contract manager of the resulting contract, if any from this RFP.

12. INVOICING AND PAYMENT

- 12.1. Contractor shall submit all invoices to: Texas School for the Deaf, Attn: Elizabeth Sterling, 1102 S. Congress Avenue, Austin, TX 78704 or elizabeth.sterling@tsd.state.tx.us for approval.
- 12.2. Delegated special education staff shall submit approved vendor invoices to: TSD Accounts Payable via accounts.payable@tsd.state.tx.us
- 12.3. Invoices must be submitted every 30 days and must include a summary report of activities and labor.

SECTION II – PROPOSAL REQUIREMENTS

1. SCHEDULE OF EVENTS

- 1.1. TSD intends to proceed according to the following schedule. These dates represent a tentative schedule of events; however, TSD reserves the right to change the dates in the schedule of events upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an addendum.

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Agency Written Answers Provided:	September 23, 2022; 3:00PM CT
Proposal Due Date:	September 28, 2022; 3:00PM CT
Anticipated Commencement Date	October 3, 2022

2. INQUIRIES

- 2.1. Contact: All requests, questions, or other communications about this solicitation shall be made in writing to TSD's Purchasing Department, addressed to the following Person:

LeAnn Loyola, Budget & Contracting Manager
Texas School for the Deaf
1102 South Congress Ave
Austin, Texas 78704
Email: purchasing@tsd.state.tx.us

- 2.2. Deadline for submission of questions: To provide TSD with sufficient time to adequately prepare response to vendor inquiries, all questions must be submitted by the deadline specified in Section II, Subsection I.

3. PROPOSAL CONTENT

- 3.1. General Response Format (mailed submission): Respondent shall submit one (1) original proposal signed in ink. Submission shall be on 8-1/2 x 11-inch paper and tax-indexed corresponding to the sections/exhibits listed below. Spine-bound submissions are highly discouraged.

- 3.2. General Response Format (electronic submission): Respondent shall submit one (1) original proposal signed in ink (or digital signature) on 8-1/2 x 11-inch paper and include a working table of contents corresponding to the sections/exhibits listed below.
- 3.3. Required Response Content: Respondent must include the following documentation with their response submission. ***Failure to submit with response will result in disqualification of the proposal***
- 3.3.1. Exhibit A – Execution of Proposal
 - 3.3.2. Exhibit B – Price Sheet
 - 3.3.3. Exhibit C – Past Projects
- 3.4. Additional Response Content: Respondent shall include the following documentation with their response submission or within one business day of TSD request. Failure to submit this additional documentation by TSD deadline may disqualify respondent's proposal submission.
- 3.4.1. Addenda: Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. The Respondents should include the signed and dated addendum(s) with their response submission.

4. PROPOSAL SUBMISSION

- 4.1. All proposals shall be received and date / time stamped by TSD Purchasing personnel prior to 3:00PM Central Time on the date specified in Section II, Subsection 1, and the place specified in Section II, Subsection 5. Late proposals will not be considered and will be returned unopened.
- 4.2. Proposals shall be placed in a sealed envelope/package and identified with the correct RFP number, submittal deadline and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to TSD by the specified date.
- 4.3. Receipt of any addenda to this RFP should be acknowledged by returning a signed copy of each addendum to the response.
- 4.4. Respondents to this RFP are responsible for all costs of proposal preparation.
- 4.5. Proposals shall be submitted to TSD Purchasing Department, as noted in Section II, Subsection 5 below.
- 4.6. Telephone and facsimile proposals are not an acceptable response to an RFP.

- 4.7. All submitted proposals become the property of TSD after the RFP submittal deadline. Responses shall constitute an offer for a period of ninety (90) days or until selection is made by TSD, whoever is earlier.

5. DELIVERY OF PROPOSALS

- 5.1. Proposals shall be submitted to TSD by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Texas School for the Deaf Attn: Purchasing Department 1102 S. Congress Avenue Austin, TX 78704	Texas School for the Deaf Attn: Purchasing Department 1102 S. Congress Avenue Austin, TX 78704	Texas School for the Deaf Pease Building – Basement Floor 1102 S. Congress Avenue Austin, TX 78704
	Electronic Mail Texas School for the Deaf Attn: Purchasing Department purchasing@tsd.state.tx.us	
Note: Proposals must be date stamped in TSD's Purchasing Department prior to due date and time		

6. EVALUATION AND AWARD

- 6.1. Step 1 – Administrative Review: Only complete responses with the required submission documents will be considered. Failure to meet the minimum qualifications and submit the required documentation will result in a response being declared non-responsive. TSD reserves the right to reject any or all proposals, and to waive informalities and minor irregularities in proposals received. ***No proposal received in TSD's Purchasing Department after the exact date and time specified as the deadline to responses will be considered.***
- 6.2. Step 2 – Initial Evaluation: TSD will establish an evaluation committee and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses to this RFP will be evaluated according to the Respondent's ability to best satisfy TSD requirements. Respondent's submission is evaluated and scored on a weighted system outlined below:

Evaluation Criteria	Weight
Compensation and Fees (based on Exhibit B)	40%
Qualifications & Experience (based on Exhibit C)	60%
Total	100%

- 6.3. Step 3 – Short List: TSD reserves the right at its sole discretion to develop a short list, at which time TSD may check references.

- 6.4. Step 4 – Best and Final Offer (BAFO): TSD’s evaluation committee will determine if a BAFO is necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the State.
- 6.5. Award: TSD reserves the right to award a contract to a single contractor, or award to more than one contractor, whichever provides the best value to TSD and the State in performance of this service. TSD will be the sole judge of value.
- 6.6. Best Value Criteria may include but is not limited to the following:
- Best meets the goals and objectives of the solicitation as stated above.
 - Best meets the quality and reliability of the proposed services.
 - Provides the most customer focused solution that will best meet the needs of TSD
 - Past performance based upon pass/fail criteria in compliance with TX Gov’t Code 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125.
- 6.7. Post Award Meeting: TSD reserves the right to schedule a post award meeting, either in person or via teleconference with Contractor(s) at any point after award of the contract. The purpose of the meeting(s) is to discuss terms and conditions of the contract and / or to provide additional information regarding the contract.

SECTION III – STANDARD TERMS AND CONDITIONS

July 2022

(ITEMS BELOW APPLY TO AND BECOME PART OF THE CONTRACT)

Any contract awarded as a result of this solicitation will contain the standard terms and conditions listed below. Subcontractors are required to comply with these provisions set forth. Any acceptations must be in writing and approved by proper TSD personnel.

1. **BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas School for the Deaf (TSD) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TSD acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right-hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TSD based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line-item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the TSD and/or investigation for antitrust violations.
- 1.12. Inquiries pertaining to this RFP must include the requisition number, class/item codes, and bid response due date.

2. **SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should

show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.02. Unless otherwise specified, items shall be new and unused and of current production.

2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (RFP).

2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3. **TIE BIDS:** Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4. **DELIVERY:**

4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.02. If delay is foreseen, bidder shall give written notice to the TSD. Bidder must keep TSD advised at all times of status of order.

4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSD to purchase the goods or services of this RFP elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.

4.04. No substitutions permitted without written approval of TSD.

4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by the State. Authorized TSD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:** A response to this RFP is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. **ASSIGNMENT:** Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TSD. Any attempted assignment in violation of this provision is void and without effect.

8. **PAYMENT:** Bidder shall submit an itemized invoice showing TSD requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.
9. **PATENTS, TRADEMARKS, OR COPYRIGHTS:** Bidder agrees to defend and indemnify the TSD and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TSD's or the State's use of any good or service provided by the bidder as a result of this RFP.
10. **BIDDER AFFIRMATIONS:** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a response with a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.01. **DEALINGS WITH PUBLIC SERVANTS:** The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- 10.02. **ANTITRUST:** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent. **The** successful contractor hereby assigns to the TSD any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this RFP has received compensation for participation in the preparation of the specifications for this RFP.
- 10.04. **CHILD SUPPORT OBLIGATION:** Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f). Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this RFP is not ineligible to receive the specified contract and

acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

- 10.06. **DEBTS AND DELINQUENCIES:** As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this RFP shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TSD under §403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.07. **Pursuant to §669.003, Gov't Code, TSD may not enter into a contract with a person who employs a current or former executive head of the TSD until four years has passed since that person was the executive head of the TSD. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TSD in the past four years. If bidder does employ a person who was the executive head of the TSD, provide the following information:**

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____

- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09. **SUSPENSION AND DEBARMENT:** Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>. Additional information, including list of ineligible entities for State procurement is listed at:
<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>
- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this RFP are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TSD under the RFP and any resulting contract, if any, and that bidder's provision of the requested items under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety.

- 10.13. **TEXAS BIDDER:** Respondent certifies that is a Texas address is shown as the address of the Respondent on this response, respondent qualifies as a Texas Bidder as defined in Section 2155.444© of the Texas Government Code.
11. **NOTE TO BIDDER:** If bidder takes any exceptions to any provisions of the RFP, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the RFP and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire RFP. If any bidder takes a 'blanket exception' to the entire RFP or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:** Any actual or prospective bidder who is aggrieved in connection with this RFP, evaluation, or award of any contract resulting from this RFP may formally protest as provided in TSD's rules at 34 TAC Rule 20.534.
13. **DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260 of The Texas Government Code must be used by the TSD and the bidder to attempt to resolve any dispute arising under any contract resulting from this RFP.
14. **EXCESS OBLIGATIONS PROHIBITED:** Any contract resulting from this RFP is subject to termination or cancellation, without penalty to TSD, either in whole or in part, subject to the availability of state funds. TSD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSD's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TSD will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TSD will not be required to give prior notice.
15. **TEXAS PUBLIC INFORMATION ACT:** Notwithstanding any provisions of this RFP to the contrary, bidder understands that TSD will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TSD any third-party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this RFP. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:** Under §2155.003, Gov't Code, a TSD employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TSD or purchasers of other state agencies.

17. **FORCE MAJEURE:** Neither bidder nor TSD shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:** Bidder is and shall remain an independent contractor in relationship to the TSD. The TSD shall not be responsible for withholding taxes from payments made under any contract resulting from this RFP. Bidder shall have no claim against the TSD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
19. **COMPLIANCE:** The Contractor will comply with applicable local, state and federal laws, rules and regulations now in effect or that become effective during the term of this contract, including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Immigration Reform and Control Act of 1986, as amended.
20. **INDEMNIFICATION: BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TSD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS RFP. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TSD. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSD FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSD OR ITS EMPLOYEES.**
21. **INITIATIVES:** Bidder should be prepared to work with TSD to provide support or services contemplated by this RFP, including but not limited innovations in the delivery of the services through cooperative means or through the utilization of available technology.
22. **PROHIBITED INTEREST:** No member or employee of TSD may have a direct interest in the proceeds from a contract resulting from this RFP. No member or employee of TSD may be related within the second degree of consanguinity or affinity to anyone who has a direct interest in the proceeds of a contract arising from this RFP.
23. **EXCLUDED PARTIES:** Bidder is hereby advised of President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents / vendors with the Federal System for Award Management <https://sam.gov/content/home> which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <https://www.state.gov/executive-order-13224/>

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

- 24. COMPLIANCE WITH HOUSE BILL 89, STATE OF TEXAS 85TH LEGISLATIVE SESSION:** Bidder acknowledges through submission of signed proposal responsive to this RFP that Bidder is duly authorized and has full and complete authority to enter into a signed contract on behalf of company or individual if selected. Additionally, Bidder represents and warrants through signature that Bidder has complete authority to verify and warrant that the company or individual does not boycott Israel and will not do so in the future, including during the term of any contract awarded by TSD in conjunction with this RFP.
- 25. DISASTER RECOVERY PLAN:** In accordance with 13 TAC § 6.94(a)(9), Respondent shall provide to TSD the descriptions of its business continuity and disaster recover plans.
- 26. ENERGY COMPANY BOYCOTTS;** If respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, respondent verifies that respondent does not boycott energy companies and will not boycott energy companies during the term of the contract. If respondent does not make that verification, respondent must so indicate in its response and state why the verification is not required.
- 27. RIGHT TO AUDIT:** In addition to and without limitation on the other audit provisions of this RFP, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This RFP or any contract resulting from this RFP may be amended unilaterally by TSD to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.
- 28. CLOUD COMPUTING STATE RISK & AUTHORIZATION MANAGEMENT PROGRAM (TX-RAMP):** Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
- 29. COVID-19 VACCINE PASSPORT PROHIBITION:** Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 30. CRITICAL INFRASTRUCTURE AFFIRMATION:** Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

31. **CYBERSECURITY TRAINING:** Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
32. **DATA MANAGEMENT AND SECURITY CONTROLS:** In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.
33. **E-VERIFY PROGRAM:** Respondent certifies that for contracts for services, respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (1) all person's employees by respondent to perform duties within Texas; and (2) all persons including subcontractors, assigned by respondent to perform work pursuant the contract within the United State of America.
34. **FIREARM ENTITIES & TRADE ASSOCIATIONS DISCRIMINATION:** If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its response and state why the verification is not required.
35. **FORMER AGENCY EMPLOYEES:** Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution not the contract.
36. **DISCLOSURE OF PRIOR STATE EMPLOYMENT:** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
37. **HUMAN TRAFFICKING PROHIBITION:** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
38. **NATIONAL ANTHEM VERIFICATION:** If respondent is a professional sports team If Respondent is a professional sports team as defined by Section 2004.002 of the Texas occupations Code, Respondent will play the United States national anthem at the beginning of each team sporting event held at the Respondent's home venue or other venue controlled by Respondent for the event. Failure to comply with this obligation constitutes a default of this contract, and immediately subjects Respondent to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Respondent may be debarred from contracting with the State. The Agency or the Attorney General may strictly enforce this provision.
39. **TECHNOLOGY ACCESS CLAUSE:** Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Respondent represents and warrants to Agency that the technology provided to Agency for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: • providing equivalent access for effective use by both visual and non-visual means; • presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and • being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive

devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

- 40. COMPUTER EQUIPMENT RECYCLING PROGRAM:** Respondent certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health & Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- 41. TELEVISION EQUIPMENT & RECYCLING PROGRAM:** Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health & Safety Code, related to the Television Equipment Recycling Program.
- 42. TERMS & CONDITIONS ATTACHED TO RESPONSE:** Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

END

EXHIBIT A – Execution of Proposal

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR PROPOSAL.
Failure to do so will result in disqualification of the proposal.

RESPONDENT (COMPANY/FIRM): _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

In case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.306.

☐ **Offered by a Historically Underutilized Business certified by the Texas Comptroller of Public Accounts**

PREFERENCES

See Appendix 21 of the State of Texas Procurement and Contract Management Guide regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

EXHIBIT B – Price Sheet

Respondent Name: _____

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR PROPOSAL.

Failure to do so will result in disqualification of the proposal.

Respondents are requested to provide an hourly rate for each job category listed below as well as an estimated annual total for hourly wages. The annual total wages response shall be based on an initial estimate of 180 hours of staffing per year. TSD reserves the right to adjust the annual hour estimate.

Hourly Rate	
ProTactile Services	\$

Annual Estimate			
Contractor	Hourly Rate	# of Hours (Annual Estimate)	Total Annual Cost (Hourly Rate x Annual Estimate of Hours)
ProTactile Services	\$	180	\$

EXHIBIT C – Past Projects with Corresponding References

Respondent Name: _____

Respondent shall use this exhibit of reasonable facsimile to provide a minimum of two (2) past project with corresponding references for projects completed in the past five (5) years that illustrate experience in successfully completing work of a similar scope as the work outlined in this RFP. ***Failure to return this exhibit or reasonable facsimile may result in proposal being considered non-responsive.***

Reference 1:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	
Brief Project Description:			

Reference 2:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	

Brief Project Description:	
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Reference: 3

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	
Brief Project Description:			

Reference 4:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	

Brief Project Description:	
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EXHIBIT D – Response Submission Checklist

The following checklist is provided for the convenience of Respondent's in their preparation process; however, Vendors are still responsible for ensuring that all mandatory requirements for this RFP are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

TSD will review all responses to ensure compliance with the mandatory response contents as specified in Section II, Subsection 3 of the RFP and reject any response that does not comply.

ALL RESPONSES MUST BE RECEIVED BY TSD ON OR BEFORE 3:00 PM (CT) on September 28, 2022
NO LATE RESPONSES WILL BE CONSIDERED.

Item	Check
<u>Hard Copy Submission (Option 1):</u> Texas School for the Deaf Attn: LeAnn Loyola, CTCD, CTCM Purchasing Department – Pease Bldg. 1102 S. Congress Avenue Austin, TX 78704 <ul style="list-style-type: none">External packaging referencing “RFP 3-410-005”Package contains one (1) signed original clearly marked as such of the complete response Response cover page references “RFP 3-410-005” and includes the name and address of responding vendor	
<u>Email Submission (Option 2):</u> <ul style="list-style-type: none">Email Subject References “RFP 3-410-005” and includes the name of responding vendor Attachment contains one (1) PDF file labeled “RFP 3-410-005” and includes the name of the responding vendor	
Mandatory Response Contents	
Exhibit A – Execution of Proposal	
Exhibit B – Price Sheet	
Exhibit D – Past Projects with Corresponding References	
Additional Response Contents	
Addenda – Acknowledge receipt of all addenda issued to this RFP by returning a signed copy of each addendum.	